



Jetty Dive Centre – Coffs Harbour, NSW. ECO/WHALE WATCH CHARTER FORM



CONDITIONS.... Please read carefully in full and fill in your details and sign

These are the conditions and statements upon which the Jetty Dive Centre (hereafter called 'JDC') will provide services to you.

JDC reserves the right to shorten any trip or change itineraries for reasons including but not limited to unforeseen weather conditions or other emergencies. No liability for consequential lost or expense is accepted by JDC, its officers, staff, agents or sub-contractors.

VOLUNTARY LIABILITY RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT BOAT TRAVEL, WHALE WATCH & ECO ADVENTURE TOUR
I, THE UNDERSIGNED PERSON hereby affirm that I am aware that boat travel and adventure touring has inherent risks including those inherent risks occurring during boat and vehicle travel to and from the site(s) which may result in serious injury or death. I understand that these risks include, but are not limited to drowning, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved as part of a programme. I certify that I am fully aware of and intend to assume personal responsibility for all risks involved on this trip. I also understand that this tour could be a physically strenuous activity and that I may be exerting myself during this program, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand and agree that neither the Vessel Coxswain, Boat & Dive Crew Member(s) or the owners of the vessel(s), including but not limited to "Wild Fin" or "2 Wild"(the vessel), nor Jetty Dive Centre and PADI Inc, nor their respective affiliate and subsidiary corporations, nor the owners, officers, employees, agents, sub-contractors, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence connected with this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or assigns regardless of whether such injury or damage may occur as a result of my participation in this trip or as a result of any negligent act or omission of any party including the Released Parties.

NOTE: The change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational services) Regulations 2004.

I understand this document to be legally binding and agree to all the above conditions. DATED: _____ Time: _____

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